

## APPENDIX 2

**Table showing comparisons of the existing text and the proposed text of Contract Standing Orders**

Proposed Number	Existing Text	Proposed Text
<p style="text-align: center;">2</p> <p style="text-align: center;">11</p>	<p><b>Statement of Principles</b></p> <p>The Procurement Code of Practice provides more detail and shall govern Council tendering and contract procedures. The Director of Corporate Resources and Head of Procurement shall maintain and issue the Procurement Code of Practice. Any procurement activity shall proceed in accordance with the Contract Standing Orders and the Procurement Code of Practice</p>	<p><b>Statement of Principles</b></p> <p>The Procurement Code of Practice provides more detail and shall govern Council tendering and contract procedures. The Director of Corporate Resources and Head of Procurement shall maintain and issue the Procurement Code of Practice. Any procurement activity shall proceed in accordance with the Contract Standing Orders and the Procurement Code of Practice <a href="#"><u>and all such other guidance issued by the Head of Procurement.</u></a></p> <p><a href="#"><u>Where Haringey Council is the procuring authority, and it is practical to do so, contracts shall be advertised and awarded as a minimum "on behalf of public sector bodies in Greater London".</u></a></p>
<p>2.03</p>	<p>In the event of any conflict between European Union law, English law and Council policy, the requirements of European Union law shall prevail over English law and the requirements of English law shall prevail over Council</p>	<p>In the event of any conflict between European Union law, English law and Council policy, the requirements of European Union law shall prevail over English law and the requirements of English law</p>

	policy. In particular caution should be exercised when considering the use of an approved list as this may conflict with EU Procurement legislation.	shall prevail over Council policy. <del>In particular caution should be exercised when considering the use of an approved list as this may conflict with EU Procurement legislation.</del>
3.01 (m)	to record all contracts in the Contract Register of the relevant Business Unit;	to record all contracts in the Contract Register <del>of the relevant Business Unit;</del>
3.01 (n)	to ensure effective monitoring of all contracts in his/her area.	to ensure effective monitoring of all contracts in his/her area <u>and to a level deemed appropriate in regard to risk or value of each contract.</u>
4.03	The Executive will award contracts valued over £250,000 (two hundred and fifty thousand) provided that the award of any contract valued over £3,000,000 (three million) is a 'key decision' and as such must be in the Council's forward plan and comply with the other procedures in that regard set out in the Constitution.	<del>The Executive will award contracts valued over £250,000 (two hundred and fifty thousand) provided that the award of any contract valued over £3,000,000 (three million) is a 'key decision' and as such must be in the Council's forward plan and comply with the other procedures in that regard set out in the Constitution.</del>
5.02	Unless otherwise specifically provided, where a value or an estimated value is given in these Contract Standing Orders it means the aggregate value payable in pounds sterling exclusive of Value Added Tax over the entire contract period.	Unless otherwise specifically provided, <u>reference to contract value or an estimated contract value</u> in these Contract Standing Orders <del>#</del> means the aggregate value payable in pounds sterling exclusive of Value Added Tax over the entire contract period.
5.03	Contracts must not be artificially under or over estimated or divided into two or more separate contracts where the effect is to avoid the application of Contract Standing Orders.	Contracts must not be artificially under or over estimated or divided into two or more separate contracts where the effect is to avoid the application of Contract Standing Orders <u>or EU</u>

		<a href="#">legislation.</a>
6.02		<a href="#">Where the Council secures funding from an external funding body, and the funding is conditional upon the grant monies being used to facilitate service delivery, Contract Standing Orders shall apply to procurement by the Council of the works, goods, and services to facilitate the service delivery.</a>
6.03	Where a contract has an estimated value of less than £5000 (five thousand), the Director should act in the manner most expedient to the efficient management of the service, having kept a record for so doing.	Where a contract has an estimated value of less than £5000 (five thousand), the <a href="#">relevant</a> Director should act in the manner most expedient to the efficient management of the service, having kept a record for so doing.
6.05	Except as otherwise provided, contracts must be let following a competitive tendering process in accordance with the procedures set out in these Contract Standing Orders and any guidelines or Codes of Practice issued from time to time under these Contract Standing Orders.	Except as otherwise provided, contracts <a href="#">with an estimated value of more than £25,000 (twenty-five thousand)</a> must be let following a competitive tendering process in accordance with the procedures set out in these Contract Standing Orders and any guidelines or Codes of Practice issued from time to time under these Contract Standing Orders.
6.07	It shall be a condition of any contract between the Council and any person (not being an Officer of the Council) who is required to supervise a contract on the Council's behalf that, in relation to such contract, he/she shall comply in all respects with the requirements of these Contract Standing Orders as if he/she were an employee of the Council.	It shall be a condition of any contract between the Council and any person (not being an Officer of the Council) who is required to <a href="#">manage</a> a contract on the Council's behalf that, in relation to such contract, he/she shall comply in all respects with the requirements of these Contract Standing Orders as if he/she were an employee of the Council.
6.09	'Framework Arrangements'	Framework <a href="#">and Consortia</a> Arrangements
6.09	These Contract Standing Orders	<a href="#">Subject to the provision of CSO</a>

	shall not apply where the Council procures particular goods, services or works:	<a href="#">6.10</a> , these Contract Standing Orders shall not apply where the Council procures particular goods, services or works:
6.09a)	as part of a group of public sector bodies contracting with one or more contractors	as part of a group of public sector bodies contracting with one or more contractors <a href="#">(consortium arrangement)</a> , <a href="#">provided the contract standing orders of one of the public sector bodies constituting the group and/ or any applicable EU Regulations have been followed, or</a>
6.09b)	by selecting one or more contractors using a Framework (including approved lists) or similar arrangement, established by a public sector body or bodies, where the contractor selection has gone through a tender process using the Standing Orders of a public sector body or otherwise on a basis designed to achieve best value.	by selecting one or more contractors <a href="#">from</a> a Framework or similar arrangement (including approved lists), established by a public sector body <a href="#">in accordance with the contract standing orders of that public sector body and/ or any applicable EU regulations.</a>
6.12	<u>Education</u>  <u>For the avoidance of doubt, these Contract Standing Orders apply to all schools within the London Borough of Haringey. A school's governing body shall have the powers and duties of a Director specified in these Contract Standing Orders, except in relation to waiver (paragraph 7.02).</u>	<a href="#">Schools</a>  <a href="#">In accordance with the requirements of the Council's Scheme for Financing School, and the Financial Regulation for Schools, <del>For the avoidance of doubt</del>, these Contract Standing Orders apply to all schools within the London Borough of Haringey. A school's governing body shall have the powers and duties of a Director specified in these Contract Standing Orders, except in relation to waiver (paragraph 7.02).</a>
6.13	Social services care contracts for individuals	
6.13	Social Services and Children's Services care contracts may be 'block' contracts (where a number	Social Services and Children <a href="#">and Young People</a> 's Service care contracts may be 'block'

	<p>of beds, places or services is provided by the contractor <b>at pre-agreed pricing schedules</b>, to which the Council may refer users over the contract period) or 'spot' contracts (one-off contracts meeting an individual user's needs, or contracts where a number of beds, places or services are provided by the contractor <b>without pre-agreed prices</b>, such prices to be agreed upon each referral of a user over the contract period). The Directors of Social Services and Children's Services will seek to maximise the use of block contracts where this represents best value for the Council. The following provisions shall apply to Social Services and Children's Services care contracts:</p>	<p>contracts (where a number of beds, places or services <u>are</u> provided by the contractor <b>at pre-agreed pricing schedules</b>, to which the Council may refer users over the contract period) or 'spot' contracts (one-off contracts meeting an individual user's needs, or contracts where a number of beds, places or services are provided by the contractor <b>without pre-agreed prices</b>, such prices to be agreed upon each referral of a user over the contract period). The Directors of Social Services and <u>the Children and Young People's</u> Service will seek to maximise the use of block contracts where this represents best value for the Council. The following provisions shall apply to Social Services and Children <u>and Young People's</u> Service care contracts:</p>
6.13c)	<p>The Directors of Social Services and Children's Services may award all spot contracts, which shall be reviewed at least annually as part of the review of whether the service provided continues to meet the needs of the service user;</p>	<p>The Directors of Social Services and <u>the Children and Young People's</u> Service may award all spot contracts, which shall be reviewed at least annually as part of the review of whether the service provided continues to meet the needs of the service user;</p>
6.13d)	<p>The Directors of Social Services and Children's Services shall provide monthly reports to the relevant Executive Member and a quarterly report to the Executive detailing the nature, extent and value of spot contracts entered into in the previous quarter.</p>	<p>The Directors of Social Services and <u>the Children and Young People's</u> Service shall provide monthly reports to the relevant Executive Member and a quarterly report to the Executive detailing the nature, extent and value of spot contracts entered into in the previous quarter.</p>
7.01	<p>Where Contract Standing Orders apply to a contract (see CSO 6</p>	<p>Where <u>these</u> Contract Standing Orders apply to a contract (see</p>

	above) any individual provision in them other than paragraph 8.01 (which relates to EU procedures) may be waived by the appropriate person specified in paragraph 7.02 on the basis set out in paragraph 7.03.	CSO 6 above) any individual provision in <a href="#">Contract Standing Orders</a> other than paragraph 8.01 (which relates to EU procedures) may be waived by the appropriate person specified in paragraph 7.02 on the basis set out in paragraph 7.03.
7.02(b)	A waiver.....may be agreed by.....(b) a Director where the contract value is £50,000 or less (save that the Director shall not have authority to waive any of the provisions of CSO 12 which relate to conditions applying to contracts)	A waiver.....may be agreed by.....(b) a Director where the contract value is £50,000 or less (save that the Director shall not have authority to waive any of the provisions of CSO 12 which relate to conditions applying to contracts) <a href="#">unless expressly stated in CSO 12</a>
7.04	A record of the decision approving a waiver and the reasons for it must be kept and an entry made in the appropriate register.	A record of the decision approving a waiver and the reasons for it must be kept and an entry made in <a href="#">a central register maintained and monitored by the Head of Procurement.</a>
8.01	EU procedures Where the value of a works, goods or services contract is equal to or exceeds the threshold set out in the Public Works Contracts Regulations 1991, the Public Supply Contracts Regulations 1995 or the Public Services Contracts Regulations 1993 (whichever is relevant), and the regulations require open competition, then the relevant regulations shall govern the tender process and paragraph 8.02 shall not apply. When the subject matter of the contract is exempt from EU tendering requirements, paragraph 8.02 shall apply.	<del>EU procedures</del> Where the value of a works, goods or services contract is equal to or exceeds the <a href="#">applicable</a> threshold set out in <a href="#">the Public Contracts Regulations 2006, the provision of those Regulations shall govern the tendering process and shall take precedence over the provisions of these Contract Standing Orders in the event of any conflict.</a>
8.02		<a href="#">In respect of contracts to which CSO 8.01 apply, all bidders must be notified in writing of a tender selection decision by</a>

		<a href="#">the Council at least 10 (ten) calendar days prior to the proposed contract award date. Where the last day of this ten-day notice period falls on a non-working day, the period must be extended to the next working day.</a>
8.03	General procedures	<a href="#">General procedures</a>
8.03	Where tenders are to be invited (other than in accordance with the open competition requirements of the regulations referred to in paragraph 8.01) the procedure to be followed shall be determined prior to advertising and shall be one of the following:	<del>Where tenders are to be invited (other than in accordance with the open competition requirements of the regulations referred to in paragraph 8.01) the procedure to be followed shall be determined prior to advertising and shall be one of the following:</del>
8.03d)		<a href="#">competitive dialogue (expressions of interest from interested contractors in response to an advertisement, followed by dialogue with a selection of those contractors to identify a solution (or solutions) which meets the Council's requirements, and an invitation to the selected contractors to submit tenders based on the solution/s resulting from the dialogue); or</a>
9.03	Tenders must be kept safe until the time for their opening by the officers given this duty by the Director responsible for the tendering process.  Records of the time and date of receipt of all unopened tenders must be kept by that Officer.	<a href="#">In accordance with the responsibilities set out at CSO 3.01 (j),</a> tenders must be kept safe until the time for their opening by the officers given this duty by the Director responsible for the tendering process. Records <a href="#">of non-compliant bids and</a> of the time and date of receipt of all unopened tenders must be kept by those officers.
9.06	Tenders may be received electronically with the prior approval of, and in accordance	<a href="#">Invitations to tender may be dispatched, and tenders received, by electronic means</a>

	with, a procedure specified by the Head of Procurement.	with the prior approval of, and in accordance with a procedure specified by the Head of Procurement.
9.07		<u>Tenders received electronically must be stored securely, and must not be accessible until after the closing date in respect of submission of the tenders.</u>
9.08		<u>At an appointed time for opening the electronically submitted tenders, two authorised officers who have had no involvement in the tendering process shall access the submitted tender data simultaneously, open the tenders and record the price, duration of any works and all other relevant details of each opened tender.</u>
9.09		<u>In appropriate cases, the submission of prices for a tender may be conducted by e-auction using an on-line facility, with the prior approval of, and in accordance with a procedure specified by the Head of Procurement</u>
10.01	Except where the negotiated procedure referred to in paragraph 8.02(c) applies, negotiations after receipt of formal bids or tenders and before the letting of contract(s) with those tenderers submitting the most economically advantageous tender, with a view to obtaining an improvement in content in circumstances which do not put other tenderers at a disadvantage, distort competition or affect adversely trust in the competitive tendering process, may only take place if the prior authority of the Director has been	Except where the negotiated procedure referred to in paragraph <u>8.03</u> (c) applies, negotiation after receipt of formal bids or tenders and before the <u>award</u> of contract <u>is only permitted:</u> <u>(a)</u> with those tenderers submitting the most economically advantageous tender, <u>and</u> <u>(b)</u> with a view to obtaining an improvement in content in circumstances which do not put other tenderers at a disadvantage, distort competition or <u>adversely affect</u>



	obtained.	trust in the competitive tendering process, <a href="#">and (c)</a> if the prior authority of the Director has been obtained
10.02	In addition there may be circumstances where an officer authorised by the Director may contact a contractor in order to clarify an ambiguous tender. This does not constitute post tender negotiations.	<del>In addition</del> There may be circumstances where an officer authorised by the Director may contact a contractor in order to clarify an ambiguous tender. This does not constitute post tender negotiations.
11	TENDER ACCEPTANCE AND CONTRACT FORMATION	TENDER ACCEPTANCE AND CONTRACT <a href="#">AWARD</a>
11.01b)	The most economically advantageous tender (i.e. the tender providing the most benefit to the Council) as determined by such criteria as are relevant to the type of works, goods or services.	The most economically advantageous tender (i.e. the tender providing the most benefit to the Council) as determined by such criteria, <a href="#">to include whole life costing methodologies</a> , as are relevant to the type of works, goods or services.
11.02	A Director may award contracts valued at £250,000 (two hundred and fifty thousand) or less.	A Director may award, <a href="#">assign or novate</a> contracts valued at £250,000 (two hundred and fifty thousand) or less.
11.03	Subject to the provisions of paragraph 11.04 and 11.05, the Executive must award all contracts valued over £250,000 (two hundred and fifty thousand).	Subject to the provisions of paragraph 11.04 and 11.05, all contracts valued over £250,000 (two hundred and fifty thousand) <a href="#">may only be awarded, assigned or novated by the Executive.</a>
11.05	Subject to paragraph 11.06 any contract for the supply of energy to the Council valued at over £250,000 may be awarded by the Director of Corporate Resources or, in his/her absence, by any other Director.	Contracts for the supply of energy to the Council valued over £250,000 may be awarded by a Director <a href="#">or in accordance with CSO 6.09.</a>
11.06	The award of contracts under paragraph 11.05 is subject to compliance with paragraph 8.01 and adherence to a robust and market tested process.	<del>The award of contracts under paragraph 11.05 is subject to compliance with paragraph 8.01 and adherence to a robust and market tested process.</del>
11.07	Requirements for signing of	<a href="#">Requirements for signing of</a>

	contracts are set out in paragraph 12.	<del>contracts are set out in paragraph 12.</del>
12.01	Except as provided in clause 12.02, all contracts above £50 (fifty) in value must be in writing and by way of a document prepared by or on a basis approved by the Head of Legal Services.	Except as provided in <u>CSO</u> 12.02, all contracts above £50 (fifty) in value must be in writing <del>and</del> by way of a document prepared, or on a basis approved by, the Head of Legal Services.
12.02		<u>Where the works, goods or services to be provided under a contract are required to commence prior to the issuance and execution of a formal contract, a Director, if satisfied that it is in the Council's best interest in the particular circumstances, may approve issuance of a Letter of Intent pending the issuance and execution of a formal contract. However, the maximum cover afforded by any Letter of Intent shall not exceed 10% of the contract price in respect of works or services contracts, or £50,000 in respect of supplies contracts.</u>
12.03	A contract made in extreme urgency need not be in writing so long as it is confirmed in writing within 2 weeks.	A contract made in extreme urgency need not be in writing so long as it is confirmed in writing within <u>4</u> weeks.
12.04d)		<u>compliance with the Council's insurance requirements. The requirement to comply with the Council's standard insurance requirements may only be waived with the Director of Corporate Resource's approval.</u>
12.04e)		<u>compliance with the Council's equality policy.</u>
12.05	A contract up to and including £150,000 (one hundred and fifty thousand) in value does not require sealing. If signed on behalf of the Council, such a contract	A contract up to and including £150,000 (one hundred and fifty thousand) in value does not require sealing <u>and should be</u> signed on behalf of the

	must be signed by both the relevant Director and the Head of the relevant business unit.	Council, by both the relevant Director and the Head of the relevant business unit.
12.07a)	compliance with all legislation;	compliance with all <a href="#">applicable</a> legislation;
12.07b)	compliance with the Council's insurance requirements;	<del>compliance with the Council's insurance requirements;</del>
12.08	<b>Conditions applying to all contracts over £150,000 (one hundred and fifty thousand)</b>	<b>Conditions applying to all contracts over £250,000 (two hundred and fifty thousand)</b>
12.09		<a href="#">The decision as to whether or not a bond or parent company guarantee will be required in respect of a contract will ultimately be made by the Director of Corporate Resources, or an officer acting under his delegated authority.</a>
12.11		<a href="#">Conditions applying specifically to contracts involving Children and Vulnerable Adults</a>
12.11		<a href="#">All contracts for the provision of services which may potentially involve either direct contact with children and vulnerable adults or access to their personal records shall contain a provision requiring the service provider (including agents and assigns) to undertake a Criminal Records Bureau check on relevant employees prior to provision of the services under the contract and at appropriate intervals thereafter.</a>
13.01	Subject to any statutory restrictions and compliance with Financial Regulations a Director may authorise the following extensions and variations to an existing contract:	Subject to <a href="#">the provisions of CSO 5</a> , any statutory restrictions and compliance with Financial Regulations a Director may authorise the following extensions and variations to an existing contract:
	NOVATIONS (TRANSFERS)	
14.01	In appropriate circumstances the Council may agree to novate	In appropriate circumstances the Council may agree to <a href="#">the</a>

	(transfer) a contract. This decision must be taken by the Executive for contracts of a value in excess of £250,000 (two hundred and fifty thousand), and by the Director for contracts of a value up to £250,000 (two hundred and fifty thousand).	<a href="#">novation or assignment of a contract. This decision must be taken based on the value of the contract at the date of award and subject to CSO 11.02 – 11.04.</a>
15		<a href="#">DISPOSAL OF ASSETS</a>
15.01		<a href="#">Where Council assets (other than land) are to be disposed of because they are surplus to requirements, damaged or obsolete, reasonable endeavours must be undertaken to realise the residual value of the assets.</a>
15.02		<a href="#">Assets having little or no realisable value may be disposed of as waste with the approval of the relevant Head of Business Unit, provided the disposal shall be in favour of recycling wherever possible.</a>
15.03		<a href="#">In respect of assets to be disposed of having an estimated value of less than £5,000 (five thousand), the Director concerned should act in the manner most expedient to the efficient management of the service, having kept a record for so doing.</a>
15.04		<a href="#">Assets recommended for disposal with an estimated value of more than £5,000 (five thousand), shall be disposed of in such a manner as to secure best value.</a>
15.05		<a href="#">Disposal of assets valued at more than £150,000 (one hundred and fifty thousand) must be approved by the Executive.</a>
15.06		<a href="#">Under no circumstances shall disposal of Council assets be made to employees of the</a>

		<u>Council without the prior approval of the Director</u>
16.		<b>URGENT DECISIONS</b>
16.01		<u>These provisions apply where action needs to be taken urgently on any matter between meetings of the Executive and that action would be outside the powers given to a Director or an individual Executive Member. They may only be used in cases of genuine urgency and not to avoid proper forward planning.</u>
16.02		<u>All urgent decisions, including waivers and awards of contract, that are not “key decisions”, may be taken by the Chair of the Procurement Committee or in his/her absence by the Leader of the Council.</u>
16.03		<u>All urgent decisions, including waivers and awards of contract, that are “key decisions”, may be taken by the Leader of the Council in accordance with his/her powers elsewhere in this Constitution and subject to the statutory “Special Urgency” rules when these apply. In the absence of the Leader, the decision may be taken by the Chair of the Procurement Committee subject to the same procedures being followed.</u>